

Accordions & Imports, L.L.C., v. Ditta Gabanelli Ubaldo Di Elio Gabbanelli, 575 F.3d 693, 695 (7th Cir. 2009) ("The issue of the effect of the arbitration clause on the present lawsuit is . . . not jurisdictional").

The parties disagree about whether they have waived the covenant not to sue contained in the Agreement. (*See* Ex. A at § 2). Dyson believes that the parties have waived the covenant not to sue. *See Will v. Will Prods., Inc.*, 441 N.E. 2d 343, 346 (Ill. App. Ct. 1982). BISSELL believes that it has not waived the covenant not to sue. *See Automobile Mechanics, supra*.

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Respectfully submitted,

By: /s/ David K. Callahan, P.C.

Steven R. Gilford (IL Bar No. 3121730)
Catherine J. Spector (IL Bar No. 6287459)
PROSKAUER ROSE LLP
Three First National Plaza
70 W. Madison, Ste. 3800
Chicago, Illinois 60602-4342
Telephone: (312) 962-3550
Facsimile: (312) 962-3551

Lawrence I. Weinstein (*admitted pro hac vice*)
Brendan J. O'Rourke (*admitted pro hac vice*)
Dolores F. DiBella (*admitted pro hac vice*)
PROSKAUER ROSE LLP
Eleven Times Square
New York, New York 10036
Telephone: (212) 969-3000
Facsimile: (212) 969-2900

David K. Callahan, P.C. (IL Bar No. 6206671)
KIRKLAND & ELLIS LLP
300 N. LaSalle
Chicago, IL 60654
Telephone: (312) 862-2182
Attorneys for Plaintiff Dyson, Inc.

-and-

By: /s/ Uli Widmaier (with permission)

David C. Hilliard (IL Bar No. 1217496)
Uli Widmaier (IL Bar No. 6226366)
Ashly A. Iacullo (IL Bar No. 6289801)
PATTISHALL, MCAULIFFE, NEWBURY,
HILLIARD & GERALDSON
311 South Wacker Drive, Suite 5000
Chicago, IL 60606
Telephone: (312) 554-8000
Facsimile: (312) 554-8015
*Attorneys for Defendant BISSELL Homecare,
Inc.*